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2
3 BILL NO. S-78-03-10

4 SPECIAL ORDINANCE NO. S- 44-78

5 AN ORDINANCE approving a contract with
6 Woodmont Realty, Inc. for construction
7 of a sanitary sewer.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:

10 SECTION 1. That the contract dated February 23, 1978, between
11 the City of Fort Wayne, by and through its Mayor and the Board of Public
12 Works and Woodmont Realty, Inc., for:

13 WOODMONT - SECTION 4

14 Line A - Beginning at an existing manhole #1 over an
15 existing 10" sanitary sewer, said manhole
16 being situated approximately 15 feet West of
17 the Southwest corner of Lot #58 in WOODMONT,
18 SECTION 4, and 5 (plus or minus) feet North
19 of the South property line of said Lot #58;
20 thence Easterly, along the south property
21 line of said Lots #58 and #59, a distance of
22 378 feet to proposed manhole #2, lying in
23 the Southeast corner of Lot #57 in WOODMONT,
24 SECTION 4; thence Northeasterly, 215 feet to
proposed manhole #3, said manhole being situ-
ated 30 (plus or minus) feet North of the
centerline of Hickory Tree Road and 25 (plus
or minus) feet West of the centerline of
Hickory Tree Court; thence Northerly, 340
feet terminating at a proposed manhole #4,
said manhole being situated on the corner of
Lots #70 and #69 in WOODMONT, SECTION 4, and
the right-of-way of said Hickory Tree Court.

25 Line B - Beginning at an existing manhole #1 over an
26 existing 10" sanitary sewer, said manhole
27 being situated approximately 15 feet West of
28 the rear common corner of said Lot #59 and
29 said Lot #58 in WOODMONT, SECTION 4, and 5
30 (plus or minus) feet North of the South pro-
31 perty line of said Lot #58; thence Northeas-
32 terly, 255 feet to proposed manhole #6, said
33 manhole being situated within the right-of-
34 way of Hickory Tree Road at the Northeast
35 corner of said Lot #59; thence Northwesterly,
305 feet to proposed manhole #7, said manhole
being situated within the right-of-way of
said Hickory Tree Road and 30 (plus or minus)
feet South of the Northeast corner of Lot #61
in WOODMONT, SECTION 4; thence Northerly along
the West right-of-way of said Hickory Tree
Road, 400 feet to proposed manhole #8, said
manhole lying outside the limits of WOODMONT,
SECTION 4; thence Northerly, 165 feet to pro-
posed manhole #10, said manhole being situa-
ted 20 (plus or minus) feet South and 20

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

(plus or minus) feet West of the centerline intersection of Hickory Tree Road and Oak Tree Road in WOODMONT, SECTION 3.

Line C - Beginning at proposed manhole #3, said manhole being situated 30 (plus or minus) feet North of the centerline of Hickory Tree Road and 25 (plus or minus) feet West of the centerline of Hickory Tree Court in WOODMONT, SECTION 4; thence Southeasterly, 180 feet terminating at a proposed cleanout #1, said cleanout being situated within the right-of-way of said Hickory Tree Road and lying 30 (plus or minus) feet Southeast of the Northwest corner of Lot #74 in WOODMONT, SECTION 4.

Line D - Beginning at proposed manhole #2, said manhole being situated in the Southeast corner of Lot #57 in WOODMONT, SECTION 4; thence Southerly along the West property line of Lots #56, #55 and #54, a distance of 230 feet terminating at a proposed manhole #5, said manhole being situated 60 (plus or minus) feet North of the Southwest corner of Lot #54 in WOODMONT, SECTION 4.

WOODMONT - SECTION 3

Line A - Beginning at a proposed manhole #10, said manhole being situated 20 (plus or minus) feet South and 20 (plus or minus) feet West of the centerline intersection of Hickory Tree Road and Oak Tree Road in WOODMONT, SECTION 3; thence Northerly along the west right-of-way of said Hickory Tree road, 400 feet to proposed manhole #11; thence Northerly, 200 feet to proposed manhole #12, said manhole being situated 30 (plus or minus) feet West and 20 (plus or minus) feet South of the centerline intersection of Hickory Tree Road and Rollingwood Lane; thence Northerly along the west right-of-way of said Hickory Tree Road, 280 feet to proposed manhole #13; thence Northerly along the West right-of-way of said Hickory Tree Road, 400 feet terminating at a proposed manhole #14, said manhole being situated within the right-of-way of said Hickory Tree Road and lying 40 (plus or minus) feet South of the Northeast corner of Lot #50 in WOODMONT, SECTION 4.

Line B - Beginning at a proposed manhole #12, said manhole being situated 30 (plus or minus) feet West and 20 (plus or minus) feet South of the centerline intersection of Hickory Tree Road and Rollingwood Lane; thence Southwesterly along the South right-of-way of Rollingwood Lane, 250 feet to proposed manhole #15; thence Westerly along the South right-of-way of Rollingwood Lane, 200 feet terminating at a proposed manhole #16, said manhole being situated within the right-of-way of Rollingwood Lane and lying 40 (plus or minus) feet East of the Northwest corner of Lot #43 in WOODMONT, SECTION 4.

All sewers consist of 4510 + L.F. of 8-inch and 10-inch,

of which the developer shall pay the entire cost and expense of the con-

struction of said sewer, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY, _____
CITY ATTORNEY

Read the first time in full and on motion by Nichols, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 3-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Nichols, seconded by Hinga, and duly adopted, placed on its passage.
PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>✓</u>	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 3-28-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE
(~~RESOLUTION~~) No. S-44-78 on the 28th day of March, 1978.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of March, 1978 at the hour of 3 o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 30th day of March, 1978.
at the hour of 3 o'clock _____ M., E.S.T.

Robert Elmhong
MAYOR

Bill No. S-78-03-10

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Woodmont Realty, Inc., for construction
of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

3-28-78 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

B.O. 15-78

65-242-3 7/23/78

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT made in triplicate this 23 day of February, 1978, by and between WOODMONT REALTY, INC., hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

WOODMONT - SECTION 4

- Line A - Beginning at an existing manhole #1 over an existing 10" sanitary sewer, said manhole being situated approximately 15 feet West of the Southwest corner of Lot #58 in WOODMONT, SECTION 4, and 5 (plus or minus) feet North of the South property line of said Lot #58; thence Easterly, along the south property line of said Lots #58 and #59, a distance of 378 feet to proposed manhole #2, lying in the Southeast corner of Lot #57 in WOODMONT, SECTION 4; thence Northeasterly, 215 feet to proposed manhole #3, said manhole being situated 30 (plus or minus) feet North of the centerline of Hickory Tree Road and 25 (plus or minus) feet West of the centerline of Hickory Tree Court; thence Northerly, 340 feet terminating at a proposed manhole #4, said manhole being situated on the corner of Lots #70 and #69 in WOODMONT, SECTION 4, and the right-of-way of said Hickory Tree Court.
- Line B - Beginning at an existing manhole #1 over an existing 10" sanitary sewer, said manhole being situated approximately 15 feet West of the rear common corner of said Lot #59 and said Lot #58 in WOODMONT, SECTION 4, and 5 (plus or minus) feet North of the South property line of said Lot #58; thence Northeasterly, 255 feet to proposed manhole #6, said manhole being situated within the right-of-way of Hickory Tree Road at the Northeast corner of said Lot #59; thence Northwesterly, 305 feet to proposed manhole #7, said manhole being situated within the right-of-way of said Hickory Tree Road and 30 (plus or minus) feet South of the Northeast corner of Lot #61 in WOODMONT, SECTION 4; thence Northerly along the West right-of-way of said Hickory Tree Road, 400 feet to proposed manhole #8, said manhole lying outside the limits of WOODMONT, SECTION 4; thence Northerly, 165 feet to proposed manhole #9; thence Northerly, 315 feet terminating at a proposed manhole #10, said manhole being situated 20 (plus or minus) feet South and 20 (plus or minus) feet West of the centerline intersection of Hickory Tree Road and Oak Tree Road in WOODMONT, SECTION 3.

- Line C - Beginning at proposed manhole #3, said manhole being situated 30 (plus or minus) feet North of the centerline of Hickory Tree Road and 25 (plus or minus) feet West of the centerline of Hickory Tree Court in WOODMONT, SECTION 4; thence Southeasterly, 180 feet terminating at a proposed cleanout #1, said cleanout being situated within the right-of-way of said Hickory Tree Road and lying 30 (plus or minus) feet Southeast of the Northwest corner of Lot #74 in WOODMONT, SECTION 4.
- Line D - Beginning at proposed manhole #2, said manhole being situated in the Southeast corner of Lot #57 in WOODMONT, SECTION 4; thence Southerly along the West property line of Lots #56, #55 and #54, a distance of 230 feet terminating at a proposed manhole #5, said manhole being situated 60 (plus or minus) feet North of the Southwest corner of Lot #54 in WOODMONT, SECTION 4.

WOODMONT - SECTION 3

- Line A - Beginning at a proposed manhole #10, said manhole being situated 20 (plus or minus) feet South and 20 (plus or minus) feet West of the centerline intersection of Hickory Tree Road and Oak Tree Road in WOODMONT, SECTION 3; thence Northerly along the west right-of-way of said Hickory Tree Road, 400 feet to proposed manhole #11; thence Northerly, 200 feet to proposed manhole #12, said manhole being situated 30 (plus or minus) feet West and 20 (plus or minus) feet South of the centerline intersection of Hickory Tree Road and Rollingwood Lane; thence Northerly along the west right-of-way of said Hickory Tree Road, 280 feet to proposed manhole #13; thence Northerly along the West right-of-way of said Hickory Tree Road, 400 feet terminating at a proposed manhole #14, said manhole being situated within the right-of-way of said Hickory Tree Road and lying 40 (plus or minus) feet South of the Northeast corner of Lot #50 in WOODMONT, SECTION 4.
- Line B - Beginning at a proposed manhole #12, said manhole being situated 30 (plus or minus) feet West and 20 (plus or minus) feet South of the centerline intersection of Hickory Tree Road and Rollingwood Lane; thence Southwesterly along the South right-of-way of Rollingwood Lane, 250 feet to proposed manhole #15; thence Westerly along the South right-of-way of Rollingwood Lane, 200 feet terminating at a proposed manhole #16, said manhole being situated within the right-of-way of Rollingwood Lane and lying 40 (plus or minus) feet East of the Northwest corner of Lot #43 in WOODMONT, SECTION 4.

All sewers consist of 4510 \pm L.F. of 8-inch and 10-inch

A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as WOODMONT, SECTION 4 and WOODMONT, SECTION 3, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as WOODMONT, SECTION 4 AND WOODMONT, SECTION 3.

WOODMONT - SECTION 4

Part of the Fractional Southeast Quarter of Section 32, together with part of the West Half of the Fractional Southwest Quarter of Section 33, all in Township 32 North, Range 12 East, Allen County, Indiana, and all being more particularly described as follows, to wit:

Beginning at the point of intersection of the South line of the Fractional Southwest Quarter of said Section 33 with the West right-of-way line of the New York Central Railroad (formerly the Fort Wayne, Jackson and Saginaw Railroad); thence S 89°-31' W, on and along said South line, being also the centerline of Dupont Road, a distance of 449.3 feet; thence N 00°-02' E, a distance of 330.0 feet; thence S 89°-31' W and parallel to said South line, a distance of 503.4 feet to the Southeast corner of Lot #27 in WOODMONT, SECTION 2 as recorded in Plat Book 38, Pages 117 and 119 in the Office of the Recorder of Allen County, Indiana; thence N 08°-00' W,

on and along the East lines of Lots #27, #28 and #29 in said WOODMONT, SECTION 2, a distance of 580.0 feet to the Southeast corner of Lot #30 in said WOODMONT, SECTION 2; thence N 00°-00' W, on and along the East line of said Lot #30, a distance of 115.0 feet; thence S 88°-00' E, a distance of 228.8 feet; thence S 02°-00' W, a distance of 44.15 feet to the point of curvature of a regular curve to the left having a radius of 641.01 feet; thence Southerly, on and along the arc of said curve, a distance of 45.0 feet (the chord of which bears S 00°-01' E for a length of 44.99 feet); thence N 86°-00' E, a distance of 200.0 feet; thence N 62°-04' E, a distance of 95.3 feet; thence N 54°-00' E, a distance of 80.0 feet; thence N 84°-00' E, a distance of 175.0 feet; thence S 77°-30' E, a distance of 200.0 feet; thence N 89°-31' E and parallel to the South line of said Fractional Southwest Quarter, a distance of 76.3 feet to the West right-of-way line of said New York Central Railroad; thence S 00°-41'-30" E, on and along said West right-of-way line, a distance of 995.55 feet to the point of beginning, containing 18.484 acres of land, subject to legal right-of-way for Dupont Road.

WOODMONT - SECTION 3

Part of the West Half of the Fractional Southwest Quarter of Section 33, together with part of the East 17 acres of the South Half of the Northeast Quarter of Section 32, together with part of the East 17 acres of the North Half of the Southeast Quarter of Section 32, all in Township 32 North, Range 12 East, Allen County, Indiana, and all being more particularly described as follows, to wit:

Beginning at the Southeast corner of the Northeast Quarter of said Section 32; thence N 00°-31'-30" W, on and along the East line of said Northeast Quarter, a distance of 329.74 feet; thence S 88°-31'-30" W, a distance of 569.9 feet to the West line of the East 17 acres of the South Half of said Northeast Quarter; thence S 00°-29'-30" E, on and along said West line, a distance of 328.18 feet to the Southwest corner of said East 17 acres; thence S 00°-33' E, on and along the West line of the East 17 acres of the North Half of said Southeast Quarter, a distance of 769.9 feet to the Northwest corner of Lot #35 in WOODMONT, SECTION 2 as recorded in Plat Book 38, Page 117 to 119 in the Office of the Recorder of Allen County, Indiana; thence N 89°-24' E, on and along the North line of said Lot #35, a distance of 155.0 feet to the most Westerly corner of Lot #34 in said WOODMONT, SECTION 2; thence N 60°-00' E, on and along the Northwesterly line of said Lot #34, a distance of 230.0 feet to the most Northerly corner of said Lot #34; thence S 28°-45' E, on and along the Northeasterly line of said Lot #34, a distance of 250.3 feet to the Easterly terminus of the Northerly right-of-way line of Oak Tree Road as platted in said WOODMONT, SECTION 2; thence S 09°-29' E, a distance of 60.0 feet to the Easterly terminus of the Southerly right-of-way line of said Oak Tree Road; thence N 80°-31' E, a distance of 182.46 feet; thence N 06°-29' W, a distance of 368.73 feet to the point of curvature of a regular curve to the left having a radius of 319.33 feet; thence Northwesterly on and along the arc of said curve, a distance of 209.0 feet (the chord of which bears N 25°-14' W, for a length of 205.29 feet) to the point of tangency; thence N 43°-59' W and tangent to said curve, a distance of 125.0 feet to the point of curvature of a regular curve to the right having a radius of 248.67 feet; thence Northwesterly, on and along the arc of said curve, a distance of 162.56 feet (the chord of which bears N 30°-37'-30" W, for a length of 161.09 feet); thence N 67°-56' E, a distance of 211.0 feet; thence N 00°-21'-30" W, a distance of 55.0 feet to the point of beginning, containing 14.393 acres of land.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of \$475.00 per acre must be paid to the City at the time of connection. This area connection charge represents the oversizing cost expended by the City for the sanitary sewer, St. Joe Interceptor, that provides service to WOODMONT, SECTION 4, and WOODMONT, SECTION 3.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in the article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17, and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

ATTEST:

By:


Corporate Secretary

Dwight Graber

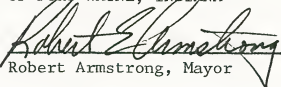
WOODMONT REALTY, INC.

By:


Robert L. Meister, President
"DEVELOPER"

CITY OF FORT WAYNE, INDIANA

By:



Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS


By:


Henry F. Wehrenberg, Chairman

By:

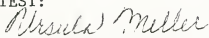

Ethel H. LaMar, Member

By:


Max F. Scott, Member

ATTEST:

Clerk



Approved as to form and legality:


Associate City Attorney

STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Meister of WOODMONT REALTY, INC., who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 10 day of February, 1978.

Edna Jean McGarity
Edna Jean McGarity, Notary Public

Resident of Allen County

My Commission Expires:

Sept. 10, 1979

STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G. Scott, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23 day of February, 1978.

Anne J. Fox
ANNE J. FOX, Notary Public

My Commission Expires:

3/6/80

Resident of Allen County

This instrument prepared by: William N. Solin, City Attorney
Phil Boiler, Chief Water Pollution
Control, City of Fort Wayne, Allen County, Indiana.

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - WOODMONT SECTIONS 4 & 3

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-78-03-10

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION - WOODMONT - SECTION 4 & SECTION 3 WITH
WOODMONT REALTY, INC., DEVELOPER. CONSTRUCTION OF SANITARY SEWER TO SERVE ABOVE-DESCRIBED
AREA, WHICH IS OUTSIDE CORPORATE CITY LIMITS OF CITY OF FORT WAYNE.

(ATTACHED IS AGREEMENT FOR SEWER EXTENSION)

EFFECT OF PASSAGE SANITARY SEWER LINE TO SERVE ABOVE-DESCRIBED WOODMONT AREA

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO PAY ENTIRE COST

ASSIGNED TO COMMITTEE _____

Public Works